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March 18, 2021

VIA ECF

Hon. Katharine S. Hayden, U.S.D.J.
Martin Luther King Building &
U.S. Courthouse
50 Walnut Street, #4015
Newark, New Jersey 07102

Re: Dembiec, et. al. v. Scotch Plains-Fanwood Regional School District, et. al.
Case Number: 2:20-cv-20188

Dear Judge Hayden:

We represent Plaintiffs in the above referenced matter. Currently pending before the Court are several motions, including Plaintiffs' motion for a preliminary injunction and Defendants' several motions to dismiss.

As the Court is aware, during the pendency of these motions, Judge Waldor has engaged the parties multiple times in discussions in an attempt to flesh out both an exchange of helpful information and possible means to move the dispute toward an amicable resolution.

At this time we can report to the Court that, as of March 15, 2021, Defendants have opened the Scotch Plains-Fanwood schools for five-day hybrid learning, which was one of the important goals sought by Plaintiffs when the lawsuit was commenced back in December. We think that Judge Waldor's efforts at engagement were likely helpful in this regard.

As more school districts throughout New Jersey open increasingly to greater and greater in-person learning, Plaintiffs believe that there is more progress that can be made between the parties, especially with the assistance of Judge Waldor. Accordingly, Plaintiffs request the further assistance of the Court in this regard. Plaintiffs believe that it is possible that continued discussions between the parties could result in a promising process and plan for moving the District forward in a coherent and productive manner. An agreement between the parties for moving forward could potentially result in a proposal from the parties to administratively terminate the case and remove the matter from the Court's active calendar.

Honorable Katharine S. Hayden, U.S.D.J.

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We hope the Court can be of further assistance in this regard.

Respectfully submitted,

/s/ Daniel L. Schmutter

DANIEL L. SCHMUTTER

DLS/srs

cc: Hon. Cathy L. Waldor, U.S.M.J. (via ECF)
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